

**DRAFT**

## **ASSIGNMENT OF LEASES**

THIS ASSIGNMENT, made \_\_\_\_\_, 1999, by and between THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE GENERAL SERVICES ADMINISTRATION ("Assignor"), and KANSAS STATEWIDE PROJECTS DEVELOPMENT CORPORATION, created under authority of Kansas Statutes Annotated, §74-8904(v), as amended ("Assignee").

### **INTRODUCTORY PROVISIONS**

The following provisions form a part of this Assignment of Tenant Lease:

A. Assignor or Assignor's agent heretofore entered into certain tenant leases (hereinafter referred to collectively as the "Tenant Leases") with respect to land situated in Johnson County, Kansas, and commonly known as the former Sunflower Army Ammunition Plant, legally described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Property").

B. Attached hereto as Exhibit "B" and incorporated herein by reference for all purposes is the true and correct schedule of the Tenant Leases presently in force which affect the Property.

C. Assignee desires to purchase from Assignor, and Assignor desires to sell and assign to Assignee, the Tenant Leases and all of the rights, benefits and privileges of the lessor (hereinafter referred to as "Lessor") thereunder, including but not limited to all types of security deposits held by Lessor in connection with the Tenant Leases set forth on Exhibit "B".

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NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, together with the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of all of which are hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee all of Assignor's right, title and interest in and to the Tenant Leases, and all of the rights, benefits and privileges of the Lessor thereunder, including without limitation, those with respect to the security deposits and prepaid rentals, if any, made under the Tenant Leases, but subject to all terms, conditions, reservations and limitations set forth in the Tenant Leases (the Tenant Leases, properties, rights and interests, subject as aforesaid, being hereinafter collectively referred to as the "Assigned Leases").

TO HAVE AND TO HOLD all and singular the Assigned Leases unto Assignee, and Assignee's successors, and assigns forever. Assignor represents that it owns full right, title and interest in and to the Tenant Leases, and the same are not encumbered in any manner whatsoever.

Assignee shall not be responsible to the lessees under the Tenant Leases for the discharge or the performance of any duties or obligations to be performed or discharged by the Lessor thereunder prior to the date hereof. By its execution below, Assignor agrees to indemnify, defend and hold Assignor harmless from and against any claims, losses, lawsuits, liability and cost (including reasonable attorneys' fees) as a result of any claim under the Tenant Leases for duties or obligations to be performed or discharged by the Lessor prior to the date hereof. Assignor shall not be responsible to the lessees under the Tenant Leases for the discharge or performance of any duties or obligations to be performed or discharged by the Lessor thereunder after the date hereof. By accepting this Assignment of Tenant Leases and by its execution hereof, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions of the Tenant Leases on the part of the Lessor therein required to be performed, from and after the date hereof (but not those required to be performed prior thereto) including but not limited to the obligation to repay in accordance with the terms of the Tenant Leases to the lessees thereunder any and all security and prepaid rental deposits to the extent (and only to the extent) of the amount of cash delivered by Assignor to Assignee with respect to such security and prepaid rental deposits.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above set forth.

ASSIGNOR:

THE UNITED STATES OF AMERICA,  
ACTING BY AND THROUGH THE  
GENERAL SERVICES ADMINISTRATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

KANSAS STATEWIDE PROJECTS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT "B"**

**LEASES**